

# Transport Order Tour-No.: 20211022-200-0067

TO: POLSPEDINTERNATIONALFORWARDING, Robert

EMAIL: [robert@polsped.com](mailto:robert@polsped.com)

FROM: Hellmann Worldwide Logistics Germany GmbH & Co. KG, Elbestrasse 1, DE-49090 Osnabrueck

Linda Schmitz

TEL.: 0541 6057035

EMAIL: [lschmitz@de.hellmann.net](mailto:lschmitz@de.hellmann.net)

**ATTENTION: We are working by credit note procedure, only!** The freight credit note is to be issued only following submission of all delivery and pallet exchange slips to: Hellmann Worldwide Logistics Germany GmbH & Co. KG, Elbestrasse 1, DE-49090 Osnabrueck alternatively by Fax to: **0049 [0] 541 605 45 6359** or by E-Mail to: [admin-osnabrueck@de.hellmann.net](mailto:admin-osnabrueck@de.hellmann.net). **This transport order is to be used as the cover slip when returning the relevant documents to Hellmann. Should you be generating a freight invoice, it will not be accepted and not be booked in! The terms of payment are 30 days after generating the credit note - if not appointed otherwise in writing.**

Please Note! Status feedback by telephone directly after delivery on the delivery day in the Zebraxx-system or via the Direct Load Portal is compulsory for every Direct Load shipment and is integral part of the transport order. Status feedback for only one of multiple shipments on this order is not sufficient! Should this not be adhered to, we reserve the right to invoice 25 € for every status that goes unregistered. A detailed description for the use of the telephone system can be found on the following pages; for the usage of the web-platform, please find the description under the following link: [www.hellmann.net/useofwebplatform](http://www.hellmann.net/useofwebplatform)

<b>HWL SHPMT.-NO.:</b> Osnabrück (490) 50362370				<b>CUSTOMER REF.:</b>			
<b>LOADING PLACE:</b> Sun Garden				<b>UNLOAD. PLACE:</b> Möbelmarkt Dogern			
<b>STOP-NO.:</b> Burgsteinfurter Damm 94 DE-48485 Neuenkirchen				<b>STOP-NO.:</b> Gwerbestrasse 5 DE-79804 DOGERN			
<b>DATE TIME:</b> 22.10.2021 / 08:00 - 15:00 Uhr				<b>DATE TIME:</b> 25.10.2021 / 08:00 - 14:00 Uhr			
M & No.	#	PACKAGING	CONTENT	KG's	LDM	CBM	L x W x H in CM
	19	EUROPALETTE	Auflagen	1500	7,60	0	0x0x0
<b>TOTAL</b>	<b>19</b>	<b>PACKAGES</b>		<b>1500</b>	<b>7,60</b>	<b>0</b>	
ADD. PACKAGING:							
<b>SHPMT. INFORMATION:</b> immer die Lieferscheinnummer unter Kundenreferenz eingeben FIXTERMIN 21.10. !!!!!							

<b>HWL SHPMT.-NO.:</b> Osnabrück (490) 50562176				<b>CUSTOMER REF.:</b> 7442			
<b>LOADING PLACE:</b> JAKA BKL GMBH				<b>UNLOAD. PLACE:</b> Hornbach & CDC Balimpex			
<b>STOP-NO.:</b> JAKA STRASSE 3 DE-32351 STEMWEDE				<b>STOP-NO.:</b> Gwerbestrasse 4 DE-79618 RHEINFELDEN			
<b>DATE TIME:</b> 22.10.2021 / 08:00 - 12:30 Uhr				<b>DATE TIME:</b> 25.10.2021 / - Uhr			
M & No.	#	PACKAGING	CONTENT	KG's	LDM	CBM	L x W x H in CM
	11	EUROPALETTE	Ware	3617	4,40	0	0x0x0
<b>TOTAL</b>	<b>11</b>	<b>PACKAGES</b>		<b>3617</b>	<b>4,40</b>	<b>0</b>	
ADD. PACKAGING:							
<b>SHPMT. INFORMATION:</b> Ref 7442 FIX 25.10.							

**TOUR INFORMATION:**

**FREIGHT:** 1.251,50 EUR      **DEMAUT:** 48,50 EUR      **ADD. COSTS:** 0,00 EUR

The exchange of loading equipment at the loading location is an integral part of this transport order (Euro-pallets and Gitterbins). In this regard, we wish to point out that the use of pallets requiring exchange will generally be invoiced to you. Returning empties is also an essential part of the transport order and shall be carried out free of freight charges. Loading equipment depts may be returned free of charge to the warehouse (where a suitable warehouse exists) of the acting branch or, if agreed to by both sides in advance, to a customer warehouse. If Euro-flat-pallets and/or lattice box pallets, with the express consent of the acting branch, are returned to a different Hellmann branch or System Alliance partner, we reserve the right to charge a return fee of 1,20 EUR per Euro-flat-pallet and 5,00 EUR per lattice box pallet. Where no individual agreement exists, we will charge you EUR 12.00 for each Euro-flat-Pallet and EUR 80.00 for each lattice box pallet net plus a processing fee of EUR 25.00, if not returned within 14 days. It is therefore essential that you have any occurring pallet exchanges confirmed in writing by the consigner and the consignee (two exchange transactions).

Should loading or unloading appointments not be met, for whatever reason, or any other irregularities arise with regard to the order, we are to be informed immediately via the following telephone number: **0541 6057035** Hellmann reserves the right to cancel the transport order free of charge, at the latest 24 hours before prior to scheduled loading begin. Should the content of this transport order not be objected to in writing or by fax within an hour of receipt this correspondence, the transport order enters into force irrevocably.

Hellmann Worldwide Logistics Germany GmbH & Co. KG, Elbestrasse 1, DE-49090 Osnabrück | Tel. +49 [0] 541 605-1980 | [www.hellmann.com](http://www.hellmann.com) | [info@hellmann.com](mailto:info@hellmann.com) | USt-IdNr. DE 309 356 252 | HRA 205 173 Osnabrück | Komplementärin: Beteiligungsgesellschaft HWL GmbH, Osnabrück | HRB TBD | Sparkasse Osnabrück IBAN DE83 2655 0105 1551 7317 53, BIC NOLADE 22 XXX | Commerzbank AG Osnabrück IBAN DE59 2654 0070 0542 1144 00, BIC COBADE FF XXX | Geschäftsführer: Sven Eisfeld, Sandra Vodde, Jens Tarnowski, Jan Schmidt-Brunn | Erfüllungsort und Gerichtsstand: Osnabrück | Wir arbeiten ausschließlich auf Grundlage der Allgemeinen Deutschen Spediteurbedingungen 2017 - ADSp 2017 - und - soweit diese für die Erbringung logistischer (Zusatz-) Leistungen nicht gelten - nach den Logistik-AGB, Stand 2019. |



# General Terms and Conditions

## Overland Transport [1]



### 1. Assignment

In accepting the freight contract assigned to you, you automatically accept the following terms and conditions. These terms and conditions apply to this, as well as any and all other, freight contracts assigned to you by Hellmann Worldwide Logistics Germany GmbH & Co. KG, Hellmann Worldwide Logistics GmbH & Co. KG, Hellmann Internationale Spedition GmbH & Co. KG, Hellmann Worldwide Logistics Karlsdorf GmbH or Hellmann Worldwide Logistics Dresden GmbH & Co. KG or with any to those affiliated companies (hereinafter referred to as "Hellmann" or "the Hellmann group of companies") according to §§ 15 ff. AktG.

### 2. Credit Note Process

The individual companies within the Hellmann group of companies work with you exclusively on the basis of credit memo procedure. Freight credit memos are issued following submission of all delivery and packaging exchange documentation. Any freight invoices issued will neither be accepted nor honored. The payment terms are, where not agreed otherwise in writing, 30 days following issuance of the freight credit memo. For payments within 10 days, we reserve the right to deduct a cash discount of 3% of the total amount.

### 3. Status Feedback

Submission of status feedback, following delivery on the delivery day, via the Hellmann-Direct Load platform or Zebraxx, is compulsory and an integral part of every Direct Load shipping contract. Feedback regarding only one of the deliveries on a given route is not sufficient! Where this stipulation is disregarded, we reserve the right to impose a contractual penalty of EUR 25.00 per unregistered delivery status.

### 4. Packaging Exchange

The exchange of loading equipment at loading and unloading points (Euro-flat-pallets and lattice box pallets) form a component of this transport contract. In this respect, we point out that you will generally be charged for exchangeable pallets and reimbursed by submitting the necessary proofs of exchange. The return of empties is also a crucial element of the transport contract and is to be carried out carriage paid. Loading equipment depts may be returned free of charge to the warehouse (where a suitable warehouse exists) of the acting branch or, if agreed to by both sides in advance, to a customer warehouse. If Euro-flat-pallets and/or lattice box pallets, with the express consent of the acting branch, are returned to a different Hellmann branch or System Alliance partner, we reserve the right to charge a return fee of 1,20 EUR per Euro-flat-pallet and 5,00 EUR per lattice box pallet. Where no individual agreement exists, we will charge you EUR 12.00 for each Euro-flat-Pallet and EUR 80.00 for each lattice box pallet net plus a processing fee of EUR 25.00, if not returned within 14 days. It is therefore crucial that the consignee confirm every pallet exchange in writing (two exchange transactions) and that you let us have the written confirmation by the 5th calendar day of the following month. In addition please note that you can only fetch your positive balance from our warehouse; no can be credit issued!

### 5. Load-Securing and Transshipping Ban

That you undertake to secure loads according to requirements based on the type of goods and the arranged number of items is taken as agreed. Box van bodies are to be secured with state-of-the-art latch and lock systems. Transshipping and transfer of the transport contract are only permissible with our approval.

### 6. Hazardous Goods

It is understood as agreed that vehicles used for loading hazardous goods are equipped according to GGVSE (German hazardous goods regulations) and the driver has a valid ADR certificate. This applies especially to the availability of full standard safety equipment for the driver. Any fines imposed by our customers or consignees resulting from incomplete safety equipment will be transferred to you.

### 7. Damages and Accidents

We are to be informed immediately, should a consignee discover that a delivery is incomplete or damaged. Every theft, robbery or traffic accident resulting in damage to the load or to a person must be registered with the relevant police station and your insurance company. Every case of damage, which potentially exceeds EUR 5,000.00 must be reported to the surveyor named by Hellmann or the insurance company. The surveyor's directives are to be followed.

### 8. Liability and Insurance

HGB, (German Commercial Code) and in cross-border transportation the CMR, regulations, apply for all transportations, where no other individual transport agreement has been made. Additionally, it is taken as agreed that the following standstill periods at loading and unloading stations are cost-free: 3 hours per complete load and 2 hours per part-load. You assure us that sufficient traffic liability insurance coverage is available according to §7 of the GüKG, and an acknowledgement is carried in the vehicle. This insurance must have contributory cause coverage for up to 40 SZR/Kg. If the Hellmann company group liability to its customer is restricted to up to 40 SZR/Kg, your liability to us is, in turn, restricted to the amount for which we are liable to our customer. This does not apply to CMR transports or cabotage transports in states outside of the Federal Republic of Germany, which legally require a different liability regime. Should Hellmann be made judicially responsible, by its customer, for damages occurring within your area of responsibility, we have the right to serve you third-party-notice/ declare a dispute in these proceedings. Where third-party-notice has been given / a dispute has been declared in such cases, you are obliged to take our side in the dispute.

### 9. Forwarding Agent's / Driver's Responsibilities [01]

- You agree to ensure that your drivers comply with the "Driver's Instructions" included as an attachment to every loading order.
- Subcontracting the execution or partial execution of this order to a third party is not permissible without our prior written agreement. Should you employ additional forwarders, these are to be informed in the same manner, they are to furnish their drivers with copies of the driver's instructions and to ensure that they follow the instructions contained therein. These instructions are also available on request in other languages apart from German.
- You agree always to carry out transportation and handling with technically perfect equipment while keeping within the agreed schedule and obeying legal regulations.
- All relevant legal provisions, regulations and requirements are to be met.
- Only reliable, trustworthy and specially trained driving and warehousing personnel, with valid specialist permits (e.g. driving license, forklift-permit, load-safety training, ADR certificate etc.), is to be used. Implementation of and adherence to the requirements of the BkrFQG – German Drivers Qualification Act, effective as of September 2014, are mandatory.

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# General Terms and Conditions

## Overland Transport [2]



### 9. Forwarding Agent's / Driver's Responsibilities [02]

- All operative employees and driving personnel are to be given all training and documents necessary for the safe and qualified execution of the respective contract.
- All transport data and safety information (e.g. CMR, accident report sheets, customer requirements, ADR documents) are to be passed on to all partners involved in the transportation.
- The driver is to acquaint him/herself with the content of the written regulations (formerly accident report sheets) and ADR documentation and carry these in the vehicle.
- Adherence to working and driving hours, wrongdoing on the part of the driver and disciplinary measures undertaken must be recorded in writing.
- All operational and contractual data transferred is to be treated confidentially.
- The driving personnel must be reachable by mobile telephone for the duration of the transportation.

### 10. Minimum Wage Law

A minimum wage law came (MiLoG) into effect in Germany on 1 January 2015. This law applies to the execution of work activities domestically and thereby for every transport service. You are obliged to adhere to the regulations of the Minimum Wage Law from 11 August 2014 and to provide us with wage records and records of the hours worked by your employees on request. BDSG (German Data Protection Law) stipulations and any other relevant data protection regulations remain unaffected. In accepting this transportation/loading order, you confirm that you will exempt us, internally and on first demand, from any claims for retroactive wage payments, payment of social insurance contributions, fines or any respective damage claims from third parties (e.g. our customers, which are being made, due to your neglect of duty), resulting from breach of Minimum Wage Law provisions. This right to exemption is effective from the moment we are held liable by a third party for breach of the Minimum Wage Law.

### 11. Law to Combat Illegal Employment

With respect to the provisions of the Law to Combat Illegal Employment in commercial road haulage (GüKBillBG), effective from 7 September 2001, the client's respective monitoring obligations as well as the threat of fine for freight forwarders and clients of up to EUR 250,00.00, you assure us of the following in undertaking the freight contract:

- You are in possession of the required permits and authorizations for such transportation according to the §§ 3 and 6 GÜKG (permit, Euro-License, third country approval, CEMT approval).
- You will only use driving personnel from third countries when they possess the required work permit valid for the country of your place of business and you will ensure that the driving personnel have a official certificates (work permit or negative clearance) with legally attested translations in the German language according to §7b paragraph. 1 sentence 2 GÜKG and carries this on every trip.
- Where you carry out transports without your own vehicles and personnel, only such freight forwarders will be used as reliably fulfill the requirements of the §7b GÜKG and monitor the freight forwarder's adherence to this regulation. The above paragraphs apply equally to freight forwarders and their agents.

### 12. Safety in the Delivery Chain / Anti-Terrorism

- The personnel employed by the contractor to carry out the transportation are reliable employees. It is guaranteed that these persons are not to be found on the United Nations or European anti-terror lists.
- It is assured that during storage, loading and transportation, the goods or loading units available are not accessible to outsiders.
- Where the transport chain has been interfered with, it is assured that the respective Hellman Worldwide Logistics employee is informed in writing and by telephone immediately.

### 13. Further Conditions

We are to be informed immediately, should it not be possible, irrespective of the reason, to adhere to loading or unloading deadlines, or any other irregularities occur in carrying out the order. We reserve the right to cancel the transport order cost-free up to 24 hours at the latest prior to loading commencement. If the content of this freight order is not contradicted in writing within one hour of its delivery, the forwarding contract automatically becomes irrevocably effective. For the duration of this freight order and for a period of six months following its execution and termination, you commit not to poach any of the customers to whom you have been appointed by us. A fine of EUR 5,000.00 is payable to us for each contravention of the abovementioned obligation. Where such a breach has occurred, we also reserve the right to cancel any other previously granted freight orders, without notice. We have the right to monitor adherence to the abovementioned contract provisions, the legal provisions applicable to carrying out this order as well as the attached drivers instructions, by way of audits for which due prior notice will be given. To facilitate such audits, you agree to grant those charged with carrying out such audits on our behalf, access to premises, offices and vehicles. Furthermore, the auditors are to be given access to all documents and data necessary to check proper execution of our orders. Your employees will be available to give information to the auditors. Where we have agreed auditing rights that extend to our agents, with each of our clients the foregoing provisions for the implementation of customer audits shall apply accordingly.

German law applies to these general terms and conditions. Osnabrueck is the agreed exclusive court of jurisdiction, as long as no compelling law precludes agreement of this court of jurisdiction.

### Transportation of Foodstuffs, Feed or Products of the Food/Feed Industry (HACCP & IFS) [01]

- No additional load is to be taken on, from which harm to foodstuffs is to be expected (e.g. hazardous goods, but also strong-smelling goods). Should you be unsure, please contact our scheduling department.
- The hold and vehicle chassis must be free of any residue from previous loads. The hold is to be checked prior to loading and cleaned of any soiling.
- Holds and tarps must be clean and odorless, to avoid contamination of any later loads of foodstuffs.
- Customer-specific conduct policies and requirements are to be followed strictly.
- Any damages to goods or packaging are to be reported immediately.
- Precautions are to be taken when hazardous goods (Getrenthaltegebot – separation regulation- number. 7.5.4 ADR) are transported simultaneously. This must be part of the drivers' regular instruction.

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# General Terms and Conditions

## Overland Transport [3]

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### Transportation of Foodstuffs, Feed or Products of the Food/Feed Industry (HACCP & IFS) [02]

- Soiling by dirty water or rainwater is to be avoided.
- Loaded vehicles must be kept locked.
- Regulations for temperature-controlled goods will be adhered to at all times and the devices for measuring and recording temperatures are provably checked.
- Hellmann is to be informed immediately of any deviations from collection or delivery time-windows.
- Where foodstuff deliveries are recalled, the instructions of our personnel are to be followed immediately and without delay.

### Transporting Waste

- One-time notification according to § 53 KrWG (Closed Substance Cycle Waste Management Act) is necessary when transporting non-hazardous waste.
- A transport permit and participation in digital verification procedure are mandatory when transporting hazardous waste.
- The vehicle must at all times be denoted by a "Waste" ("A") sign.

Where an order is transferred to a subcontractor following our explicit agreement, you agree to ensure that all requirements contained in this document are fulfilled.

# Driver Instructions for Road Freight



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**Please read carefully and pay attention!**

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## **What you must take into consideration prior to driving:**

Check the vehicle and freight before departure and after every stop. Make note of important telephone no.'s and contacts in advance i.e. police, associations, consulates.

## **What you must take into consideration while driving:**

Only leave your vehicle unattended, even when locked and sealed, as rarely and for as short as possible. Where two drivers have been deployed, one driver is to remain with the vehicle at all times. Look for guarded parking lots, above all in regions where the risk of theft is known to be higher. Do not pick up hitchhikers and avoid being sounded out regarding your freight, route, destination or any details of your order at rest stops, border posts or any place else! The police ascertain time and again that freight and routes are professionally spied upon. Thefts are carried out very specifically.

Thus, where possible, do not always travel the same route, do not always eat at the same establishment and do not always park in the same place or parking lot. Should you be attacked, it is imperative that you remain calm and do not provoke the attackers!

## **What you must take into consideration when delivering:**

Check that the person accepting the goods is authorized to do so! Be careful if third parties allege to have been charged with accepting the goods or that the goods are to be delivered to another place than previously agreed. In such a case, make contact with the originator (your employer) or a contact known to you at the receiver's premises.

## **What you must take into consideration at all times:**

Lock your vehicle at all times and check the anti-theft device. Do this even when you are only stopping for a very short time, e.g. when you are only collecting papers from the office, getting out in order to ask for directions or to take a short break. A truck can be stolen within minutes. Never under any circumstances leave the vehicle documents, license, freight documents, load lists or customs documents in the truck.

Should you be the victim of a crime, report this to the nearest police station immediately and inform your employer or originator immediately by telephone. Also inform the police should you perceive anything suspicious that may point to the possible planning or carrying out of a theft.

# Directions for Status Feedback in the Zebraxx System



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**Please Note!** Status feedback by telephone in the Zebraxx-system is compulsory for every Direct Load order and is integral part of the transport order. Should this not be adhered to, we reserve the right to invoice 25 € for every status that goes unregistered.

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Dial the following number immediately following delivery of the consignment/s: **+49 (0)221 6501 3351**

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## 1. Language Options

Welcome ... für Deutsch drücken sie die "1"; for English press "2" ...

At present there's a choice between German, English, Polish and Russian.

## . Giving In The Shipment Number

Please enter the shipment no. and confirm with the "#"-key: 28043214321 [e.g.]

The branch number included in the transport order is to be entered without brackets and without a space directly before the consignment number.

## 3. Consignment Number Plausibility Check

The consignment is destined for the company ... in ... . Is the shipment no. correct?

If the check should show that the number is incorrect, the system restarts at point 2.

## 4. Delivery

Choose "4" for delivery

For technical reasons the system will ask whether you are registering the handing over of a consignment. "4" is the only option.

## 5. Could the consignment be delivered

"1" for delivered

"2" for not delivered

End

1. Shipment has been refused or receiving office is closed
  2. shipment is damaged or incomplete
- End

## 6. Delivered consignment

"1" Delivery is conform

"2" Delivery is not conform ...

End

1. Delivery refused
  2. Delivery partially refused
  3. Delivery with incorrect quantity
  4. Delivery date exceeded
  5. Transport damage
- End

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**Please note that where problems have arisen, feedback in the Zebraxx system does not substitute communication with the scheduler.**

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